Prepared by and when recorded mail to:

City Attorney
City of Largo
P.O. Box 296
Largo, FL 33779-0296

DA 19-001

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("AGREEMENT") is made and entered into this __ day of _____, 2019, between the **CITY OF LARGO, FLORIDA**, a municipal corporation with its principal address located at is 201 Highland Avenue, Largo, Florida, ("CITY") and **HUPP RETAIL EAST BAY, LLC**, a Florida limited liability company with its principal address located at 907 S. Ft. Harrison Avenue, Suite 102, Clearwater, FL 33756 ("DEVELOPER"), the CITY and the DEVELOPER are together hereinafter referred to as the "PARTIES."

RECITALS

WHEREAS, the DEVELOPER is owner in fee simple of that certain real property described on Exhibit "A," attached hereto and made a part hereof, (the "PROPERTY"); and

WHEREAS, the CITY is authorized by the Florida Local Government Development Agreement Act, sections 163.3220 – 163.3243, Florida Statutes (the "Act"), and by the CITY's Comprehensive Development Code (the "Code") to enter into a development agreement with any person or entity having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, section 4.6 of the Code, provides additional standards and requirements relevant to the CITY's policies and procedures regarding development agreements which are consistent with the Act; and

WHEREAS, the PROPERTY has a future land use designation of Recreation/Open Space (R/OS), and the DEVELOPER has submitted an application to the City requesting a future land use amendment change to Industrial Limited (IL); and

WHEREAS, the CITY has determined that the terms of this AGREEMENT are consistent with the Comprehensive Plan adopted by the CITY (the "Comprehensive Plan") and the Code, unless otherwise expressly set forth herein; and

WHEREAS, the DEVELOPER wishes to develop a self-storage facility with an accessory office use on the PROPERTY, which totals approximately 5.62 acres (the "PROJECT").

AGREEMENT

NOW, THEREFORE, in consideration of and in reliance upon the mutual promises, covenants, and findings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES voluntarily agree to enter into this AGREEMENT according to the following terms and conditions:

Section 1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference. All exhibits to this AGREEMENT are deemed to be part hereof.

Section 2. DEFINITIONS.

A. Development Controls Officer (DCO): The Director of the City of Largo Community Development Department or her/his designee.

B. Development Order (DO): A document issued by the DCO upon approval of an official board, commission, or administrative officer authorizing a specific use and development of the PROPERTY, and further authorizing the subsequent issuance of necessary permits.

C. Development Permit (DP): The final permission to erect, construct, reconstruct, alter, raze, move, or remove improvements, or otherwise develop the PROPERTY within the City of Largo. This includes, but is not limited to, the building permit, sign permit, etc.

D. Mortgagee: The holder of any mortgage or the beneficiary of any deed of trust covering all or part of the PROPERTY or the successor or assignee of any such mortgage holder, or beneficiary, provided that the CITY has received written notice from or on behalf of any such holder or beneficiary providing such party's address and stating its desire to receive notices with respect to this AGREEMENT pursuant to Subsection 14.3.

E. Public Infrastructure: Facilities to be located in deeded rights-of-way or easements and/or dedicated by plat to the use of the public in general, to include, but not limited to, roads, pedestrian sidewalks, sewer collection systems, water distribution systems, storm drainage systems, street lights, and street signage.

F. Private Infrastructure: Facilities for all infrastructure other than Public Infrastructure, including but not limited to roads, pedestrian sidewalks, sewer collection systems, storm drainage systems, street lights and street signage, necessary for the PROJECT.

Section 3. LEGAL DESCRIPTION OF PROPERTY

The PROPERTY is legally described on Exhibit "A" which is attached to and made a part of this AGREEMENT.

Section 4. RELATIONSHIP OF PARTIES SUBJECT TO THIS DEVELOPMENT AGREEMENT

The DEVELOPER is unrelated to the CITY. The CITY is a municipal corporation organized under Florida

law. The relationship between the DEVELOPER and the CITY with respect to the subject-matter of this AGREEMENT is contractual and is set forth completely in this AGREEMENT.

Section 5. DURATION OF AGREEMENT

5.1 This AGREEMENT shall become effective on the date this AGREEMENT is properly recorded in the public records of Pinellas County, Florida (the "Effective Date").

5.2 The duration of this AGREEMENT shall be for a period of thirty (30) years from the Effective Date. The duration of this AGREEMENT may also be extended by mutual consent of the PARTIES to the extent that any such extension is not contrary to the laws of the State of Florida or the Code at the time of the extension.

5.3 The Developer has submitted to the CITY an application to change the land use designation for the PROPERTY to Industrial Limited (IL). If the DEVELOPER's application for the land use change to Industrial Limited (IL) is not approved by all necessary governmental entities, this AGREEMENT shall terminate without any action or notice of the Parties. If the AGREEMENT terminates pursuant to this paragraph, the Parties agree to sign a written termination and the DEVELOPER will record any documents necessary to document the termination of this AGREEMENT.

5.4 In the event of termination of this AGREEMENT because of DEVELOPER's failure to comply with Section 13.3 or for any other reason prior to the issuance of all required certificates of occupancy for the Project, the CITY may elect to change the Future Land Use Designation of the PROPERTY back to Recreation/Open Space (R/OS) or to any other future land use classification the City deems appropriate at the time of termination, and DEVELOPER agrees not to object to the change of the future land use designation, agrees not to claim any vested rights based on the change of the future land use designation to Industrial Limited (IL), and waives and releases any and all claims arising out of the CITY's determination to revert the future land use designation back to Recreation/Open Space (R/OS) or to some other classification, including any claims under the Bert Harris Act.

Section 6. OBLIGATIONS OF THE DEVELOPER

The obligations of this AGREEMENT shall be binding on the DEVELOPER and its successors and assigns.

6.1 The DEVELOPER has submitted to the CITY a conceptual site plan, attached hereto as Exhibit "B," ("Conceptual Site Plan") which reflects changes required by the comments of the CITY's Design Review Committee (DRC). The DEVELOPER shall develop the PROPERTY in accordance with the Conceptual Site Plan, as modified from time to time subject to CITY approval as herein provided.

6.2 The DEVELOPER shall submit preliminary and final site plans for approval to the CITY consistent with the Code, the Conceptual Site Plan, and this AGREEMENT, and applicable comments of federal, state, county or district agencies. The preliminary site plan and the final site plan must each be approved by the CITY and the final site plan must receive a Development Order and concurrency approval in compliance with all applicable Code requirements, except as otherwise allowed in Section 6.4 of this AGREEMENT.

6.3. At the time of development of the PROPERTY, DEVELOPER will submit such applications and documentation as are required by law, all applicable technical codes, and the Code, as they exist on the Effective Date of this AGREEMENT.

6.4 Development Restrictions. The following restrictions shall apply to development of the

PROPERTY, even if there is a more restrictive provision of the Code directly conflicting with these restrictions:

6.4.1 *Use Restrictions*. The allowable use of the PROPERTY shall be limited to a self-storage facility with an accessory office use.

6.4.2 *Outdoor Storage.* The outdoor storage is limited to covered storage comprising no more than thirty percent (30%) of the PROPERTY, exclusive of vehicle access. Uncovered storage (including vehicle storage) shall not be permitted on the PROPERTY.

6.4.3 *Buffering and Landscaping.*

6.4.3.A DEVELOPER shall construct a thirty foot (30') Type D buffer, as described in the Code, along the western and southern boundary of the PROPERTY, as well as a ten foot (10') Type A buffer, as described in the Code, along the northern and eastern boundaries of the PROPERTY.

6.4.3.B DEVELOPER agrees that all plant materials used on the PROPERTY shall be one hundred percent (100%) Florida Friendly landscaping.

6.4.3.C DEVELOPER shall remove all exotic plant species, and shall submit a landscape maintenance plan to the CITY, subject to the CITY'S sole approval, to ensure exotics are not reestablished.

6.4.4 *Fence Materials*. DEVELOPER shall construct an eight foot (8') opaque masonry fence along the western boundary of the PROPERTY where there are gaps between buildings, subject to any restrictions within the Duke Energy easement located on the PROPERTY. Visual relief from long expanses of walls shall be provided on the PROPERTY through the use of staggering, capping recessing, inlays, columns, texture or similar treatments.

6.4.5 *Buildings Setbacks and Height.*

6.4.5.A Building height on the PROPERTY shall be limited to three (3) stories or forty-two feet (42').

6.4.5.B Building height of covered storage structures on the PROPERTY shall be limited to eighteen feet (18') in height.

6.4.6 *Building Elevations.*

6.4.6.A All buildings and covered storage structures shall be architecturally unified with consistent system, color scheme, and building materials.

6.4.6.B The building elevations on the PROPERTY shall include sufficient architectural elements to create visual interest and break up building massing. Such treatments may include elements such as roof parapets of varying height, recesses and projections, banding, decorative columns, etc.

6.4.7 *Site Access, Circulation, and Sidewalks.*

6.4.7.A DEVELOPER must comply with restrictions regarding ingress and egress of vehicles, which will be determined by the CITY's Engineering Department at the time of preliminary site plan review.

6.4.7.B DEVELOPER shall construct any necessary improvements to Highland Avenue, which may include median and pavement improvements, as needed to accommodate the PROJECT'S traffic impact and operational movements, which will be determined by the CITY's Engineering Department at the time of preliminary site plan review.

6.4.7.C DEVELOPER shall construct a sidewalk and crosswalk connection from the Highland Avenue frontage to the north of the PROPERTY to the adjacent City park entrance.

6.4.8 *Demonstration of Need.* DEVELOPER has provided the CITY with a detailed analysis of market data that supports the applicant's assertion of market.

6.4.9 *Environmental Impact.* DEVELOPER has provided the CITY with an environmental impact assessment prepared by an appropriately credentialed environmental professional as determined solely by the CITY, to identify any observed protected or endangered wildlife or habitat that may be impacted.

Section 7. OBLIGATIONS OF THE CITY

In addition to the application for a future land use change that DEVELOPER has already submitted, DEVELOPER shall submit and the CITY will process preliminary and final site plan applications for the PROPERTY that are incorporated as part of this AGREEMENT in accordance with the procedures set forth in the Code.

Section 8. DEVELOPMENT OF THE PROPERTY

8.1 Applicable Rules, Regulations, and Policies.

8.1.1 Subject to the terms of Section 6.4 of this AGREEMENT, the ordinances, rules, regulations and policies in existence on the Effective Date (excluding those governing impact fees or fee rates, which may be established from time to time in accordance with applicable law) shall govern the development of the PROPERTY for the duration of this AGREEMENT. All existing ordinances, rules, codes, regulations and policies at the termination of this AGREEMENT shall become applicable to the PROPERTY regardless of the terms of this AGREEMENT.

The PROJECT may be subject to ordinances and policies adopted by the CITY after the Effective Date so long as the CITY holds a public hearing and determines that such new ordinances and policies:

1. Are not in conflict with the laws and policies governing this AGREEMENT and do not prevent development of the land uses, intensities, or densities as allowed under this AGREEMENT;

2. Are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

3. Are specifically anticipated and provided for in this AGREEMENT; and

4. The CITY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this AGREEMENT, or this AGREEMENT is based on substantially inaccurate information provided by the DEVELOPER.

8.2 Subsequent Laws and Policies. Subsequent adopted laws and policies of general application in the CITY, including laws and policies pertaining to impact fees, shall be applicable to the PROPERTY.

8.3 State and Federal Laws. This AGREEMENT shall not preclude the applicability to the PROJECT of changes in rules, regulations, or policies enacted by state or federal laws after the execution of this AGREEMENT. In the event of the subsequent enactment of any law which, in any PARTY's reasonable judgment, would preclude its compliance with the terms of this AGREEMENT, the affected PARTY shall so notify the other PARTY in writing, and the PARTIES shall use their reasonable efforts to modify this AGREEMENT in order to afford each PARTY with the reasonable opportunity to perform its obligations hereunder to the maximum extent permitted by any such subsequent law. In the event that such modification shall deprive any PARTY of any material benefit intended to have been afforded it by this AGREEMENT, the PARTY so deprived may cause this AGREEMENT to be terminated or may avail itself of such other rights and remedies as may then be available to it in order to realize the benefits intended to have been provided to it hereunder.

Section 9. PUBLIC FACILITIES

9.1 General. DEVELOPER shall design, construct, and maintain, until conveyance to and acceptance by the CITY and/or Pinellas County, all Public Infrastructure necessary for the PROJECT, including but not limited to the sidewalk described in section 6.4.7C, providing that said Public Infrastructure facilities have received final site plan approval and construction plan approval by the CITY and/or Pinellas County, and that all review procedures have been complied with fully. Public Infrastructure shall be completed, inspected, and accepted by the CITY and/or Pinellas County prior to the issuance of any certificates of occupancy for the PROPERTY.

9.2 Private Infrastructure. DEVELOPER shall design, construct and maintain, until conveyance, if any, all Private Infrastructure, providing, that said Private Infrastructure has received final site plan approval and construction plan approval by the CITY, and that all review procedures have been complied with fully. Private Infrastructure shall be inspected and approved by the CITY, and any other required governmental agencies, prior to the issuance of any certificates of occupancy for the PROPERTY.

9.3 Off-Site Public Infrastructure. DEVELOPER shall be required to construct off-site public facilities to mitigate negative impacts on adopted levels of service caused by the PROJECT as determined during the full site plan review process.

9.4 Public Facilities to Service Development. The following public facilities are presently available to the PROPERTY from the sources indicated below. Development of the PROPERTY will be governed by and must satisfy CITY or Pinellas County concurrency ordinance provisions, if applicable, in effect at the time of the Effective Date of this AGREEMENT.

9.3.1. Potable water from Pinellas County.

9.3.2. Sanitary sewer service from the CITY.

9.3.3. Fire protection from the CITY.

9.3.4 Drainage facilities for the PROPERTY are as designated on the Conceptual Site Plan and approved by the Southwest Florida Water Management District.

9.5 Remedies/Enforcement Mechanism. In the event DEVELOPER fails to comply with the requirements of this Section 9, the CITY'S remedy shall be to withhold the certificate(s) of occupancy for structures located on the PROPERTY.

Section 10. DEDICATION OF LAND FOR PUBLIC PURPOSES

10.1 Dedication of Land. To the extent that DEVELOPER has not done so, the DEVELOPER shall dedicate those portions, if any, of the PROPERTY required for water, sanitary sewer, drainage, utilities , the sidewalk described in section 6.4.7C above, and other publicly owned properties by plat dedication, warranty deed, easement, or by title instrument satisfactory to the Development Controls Officer.

Section 11. REQUIRED DEVELOPMENT PERMITS

Local development permits which must be approved and issued to DEVELOPER or their successors in interest may include, but are not limited to the following:

A. Development Order;

B. Development/Building/Utility Permits;

C. Plat Approval;

D. Site Plan approval(s) and associated utility licenses and right-of-way utilization permits;

E. Construction plan approval(s);

F. Concurrency determination from Pinellas County on state and county facilities and services;

G. Drainage permit from Southwest Florida Water Management District and the Department of Environmental Protection (DEP);

H. Certificates of occupancy;

I. Future Land Use Map Amendment approval by the CITY, the Pinellas Planning Council (PPC), and the Countywide Planning Authority (CPA);

J. All other approvals or permits as required by existing or future governmental regulations as they now exist, or as they may exist in the future.

Section 12. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER

This AGREEMENT may be amended from time to time by written mutual consent of the PARTIES or their successors in interest, in accordance with section 163.3237, F.S.

Section 13. ANNUAL REVIEW, DEFAULT, AND REMEDIES

13.1 General Provisions. Neither PARTY shall be in default of this AGREEMENT unless it has failed to perform any of its obligations under this AGREEMENT for a period of thirty (30) days after its receipt of written notice from the other PARTY specifying the nature of the alleged default and the manner in which said fault may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within said thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Except as set forth in Section 9.4 above, upon default by a PARTY under this AGREEMENT, the PARTY not in default shall have all rights and remedies provided by law, including but not limited to the right to terminate this AGREEMENT, the right to seek specific performance, and the right to file for injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County, Florida to enforce the terms of the AGREEMENT or to challenge compliance of this AGREEMENT with the provisions of F.S. 163.3220 - 163.3243. Should any party be forced to retain an attorney to enforce any provisions of this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorneys' fees, cost, charges and expenses expended or incurred in pursuit of all such claims at every level, including pre-suit, pre-trial, trial and appeal and including any litigation over entitlement to the amount of attorneys' fees and cost owed.

13.2 Annual Review. Each year during the term of this AGREEMENT, beginning one (1) year after the Effective Date, the DEVELOPER shall submit a report to the CITY specifying performance and compliance with this AGREEMENT. The CITY shall review the annual report with the terms of this AGREEMENT, and either accept or reject the report based upon substantial, competent evidence that the DEVELOPER or its successors in interest have complied in good faith with the terms and conditions of this AGREEMENT. Failure to comply with the terms and conditions of this AGREEMENT after being provided with applicable notice and the opportunity to cure as set forth in Section 13.1 shall constitute an event of default under this AGREEMENT. Without limiting the generality of the foregoing, if the CITY finds, on the basis of substantial competent evidence, that there has been a failure on the part of the DEVELOPER to comply with its obligations under this AGREEMENT, the CITY may, after furnishing the default notice described in Section 13.1, exercise any one or more, or all, of its rights and remedies against the DEVELOPER under this AGREEMENT, at law or in equity, including terminating this AGREEMENT. It shall be the responsibility of the DEVELOPER to notify the CITY of any changes in ownership and other interest of the PROPERTY pursuant to Section 14.4.

13.3 Time Frame for Development of Property. The DEVELOPER shall complete construction of the Project, as evidenced by issuance of all required certificates of occupancy by the CITY, within ten (10) years from the Effective Date.

Section 14. MISCELLANEOUS

14.1 Covenants Running with the Land. The provisions of this AGREEMENT shall constitute covenants which shall run with the land comprising the PROPERTY; the burdens and benefits hereof shall bind and inure to the benefit of the PARTIES hereto and their personal representatives, heirs, successors, grantees and, and a copy of this AGREEMENT shall be recorded among the Public Records of Pinellas County, Florida, upon execution of this AGREEMENT by the PARTIES hereto.

14.2 Mortgagee Rights. CITY shall provide any mortgagee, of which the CITY has notice, with written notice of any default by the DEVELOPER under this AGREEMENT concurrently with its delivery of such notice to the DEVELOPER, and give each mortgagee the same opportunity to cure such default as is provided to the DEVELOPER under this AGREEMENT and will accept any such cure from mortgagee as if such cure was tendered by DEVELOPER. Failure to provide such notice to mortgagee shall not give rise to any liability on the part of the CITY.

14.3 Transfer of PROPERTY. The DEVELOPER may assign or transfer all of or any portion of its interests, rights, or obligations under this AGREEMENT to any party acquiring an interest or estate in all or any portion of the PROPERTY. In the event of any transfer or assignment made by the DEVELOPER as provided in this Section, the assignee's express assumption of the DEVELOPER'S obligations under this AGREEMENT shall relieve the DEVELOPER of all prospective responsibility for the obligations so assumed. The DEVELOPER shall provide the CITY with written notice promptly after the completion of any transfer, assignment or conveyance of the PROPERTY or any portion thereof. If the DEVELOPER shall transfer all or any of the portion of the PROPERTY, the transferee shall succeed to all of DEVELOPER'S rights under this AGREEMENT as they affect the development to that portion of the Property so transferred, and the transferee shall automatically assume all obligations of the DEVELOPER hereunder which relate to the portion of the PROPERTY transferred to it. A transfer of all or part of the Property to any other person or entity not a party to this AGREEMENT shall release the DEVELOPER from its obligations hereunder relating only to the transferred property.

14.4 Construction. This AGREEMENT has been reviewed and revised by legal counsel for both the DEVELOPER and the CITY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this AGREEMENT.

14.5 Notices. Any notice or request required or authorized to be given by the terms of this AGREEMENT or under any applicable law by either PARTY shall be in writing, hand delivered, or sent certified or registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

As to the CITY:

Henry Schubert, City Manager
City of Largo
P.O. Box 296
Largo, FL 34649-0296

With a required copy concurrently to:

Alan S. Zimmet, Esq.
Bryant Miller Oliver, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

As to DEVELOPER:

Andrew Hupp
Hupp Retail East Bay, LLC
907 S. Ft. Harrison Avenue, Suite 102
Clearwater, FL 33756

With a required copy concurrently to:

Katherine E. Cole, Esq.
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

14.6 Severability. If any provision of this AGREEMENT or the application of any provision of this AGREEMENT to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this AGREEMENT as intended by the PARTIES, the remaining provisions of this AGREEMENT, or the application of this AGREEMENT to other situations, shall continue in full force.

14.7 Counterparts and Exhibits. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. To indicate their agreement to the above, the PARTIES or their authorized representatives or officers have signed this AGREEMENT. This AGREEMENT consists of 15 pages, including Notary acknowledgments, and in addition, three (3) exhibits which constitute the entire understanding and agreement of the PARTIES to this AGREEMENT. The following exhibits are attached to this AGREEMENT and incorporated herein for all purpose:

Exhibit "A"	PROPERTY (Legal Descriptions)
Exhibit "B"	Conceptual Site Plan
Exhibit "C"	Exterior Elevations

14.8 Completion of AGREEMENT. Upon the completion of performance of this AGREEMENT or its revocation or termination, the DEVELOPER or its successors in interest shall record a statement in the official records of Pinellas County, Florida, signed by the PARTIES hereto, evidencing such completion, revocation or termination, and shall forthwith deliver a copy of such statement to the City Manager or his designee.

14.9 Recording this AGREEMENT. This AGREEMENT shall be recorded, by the CITY, at the DEVELOPER'S cost, in the public records of Pinellas County, Florida, in accordance with the requirements of the Act.

14.10 Entire AGREEMENT. This AGREEMENT (including any and all exhibits attached hereto, all of which are a part of this AGREEMENT to the same extent as if such exhibits were set forth in full in the body of this AGREEMENT), constitutes the entire agreement between the PARTIES hereto pertaining to the subject matter hereof.

14.11 Construction. The titles, captions and section numbers in this AGREEMENT are inserted for convenient reference only and do not define or limit the scope or intent and should not be used in the interpretation of any section, subsection or provision of this AGREEMENT. Whenever the context requires or permits, the singular shall include the plural, and plural shall include the singular.

14.12 Controlling Law and Venue. This AGREEMENT shall be construed by and controlled under the laws of the State of Florida. The PARTIES consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this AGREEMENT shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court for the Middle District of Florida, Tampa Division.

The remainder of this page intentionally blank. Please see following pages for signatures and exhibits.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed the day and year first above written.

By executing this AGREEMENT, the DEVELOPER acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the DEVELOPER, and has been granted the right to bind the DEVELOPER to the covenants and agreements herein above stated.

Entity Name: HUPP RETAIL EAST BAY, LLC

By (Signature): _____

Print Name: _____

Title: _____

NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as _____ of **HUPP RETAIL EAST BAY, LLC**, who acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [ ] is personally known to me or [ ] has produced identification.

Type of identification produced: _____.

My commission expires:
(Notary Seal)

_____
Notary Public Signature

_____
Notary Public Print Name

EXHIBIT "B"

CONCEPTUAL SITE PLAN

[SEE ATTACHED]

SITE DATA TABLE

PARCEL NUMBER: 35-29-15-72428-000-0020
PROPERTY LOCATION: EAST SIDE OF HIGHLAND AVENUE, SOUTH OF EAST BAY DRIVE
FUTURE LAND USE MAP DESIGNATION (CURRENT): R/OS (RECREATION/OPEN SPACE)
FUTURE LAND USE MAP DESIGNATION (PROPOSED): IL (INDUSTRIAL LIMITED)
EXISTING USE: VACANT LOT (FORMERLY A GOLF DRIVING RANGE)
PROPOSED USE: SELF-STORAGE STORAGE FACILITY (INCLUDING COVERED/ENCLOSED STORAGE OF BOATS/RVS/VEHICLES) WITH ACCESSORY OFFICE FOR PROPERTY MANAGEMENT/SECURITY AND RETAIL SALE OF MOVING/STORAGE SUPPLIES. RESIDENTIAL AND RESIDENTIAL EQUIVALENT USES ARE PROHIBITED.

GROSS SITE AREA: 244,921.24 SF (5.62 +/- ACRES) - PER PLAT

DEVELOPMENT STANDARDS (COMMERCIAL PARCEL):

DENSITY / INTENSITY:	REQUIRED	PROPOSED
F.A.R.	0.65 MAX	159,199 SF (0.65 FAR)
I.S.R.	85% MAX	85% MAX
BUILDING HEIGHT	NONE	42' (3-STORIES) - CLIMATE CONTROL STORAGE 18' (1-STORY) - ENCLOSED/COVERED STORAGE

SETBACKS	REQUIRED	PROPOSED
FRONT (WEST - S HIGHLAND AVE)	45' MIN (FROM R/W CENTERLINE)	40' FROM R/W C/L (52.5' FROM PROPERTY LINE)
SIDE (NORTH)	10' MIN *	10'
SIDE (SOUTH)	5' MIN *	117' ±
REAR (EAST)	5' MIN *	10'
	* MIN SETBACK IS 5', PLUS AN ADDITIONAL 3' PER FLOOR, FOR BUILDINGS >2 STORIES	
BUILDING SEPARATION	15' MIN (BETWEEN STRUCTURES)	15' MIN

PERIMETER LANDSCAPING	REQUIRED	PROPOSED
FRONT (WEST - S HIGHLAND AVE)	10' TYPE 'A' BUFFER	30' TYPE 'D' BUFFER
SIDE (NORTH)	10' TYPE 'A' BUFFER	10' TYPE 'A' BUFFER
SIDE (SOUTH)	15' TYPE 'B' BUFFER	30' TYPE 'D' BUFFER
REAR (EAST)	10' TYPE 'A' BUFFER	10' TYPE 'A' BUFFER

PARKING	REQUIRED	PROPOSED
PARKING SPACES (9'X18')	NO SPECIFIC STANDARD	16
ACCESSIBLE SPACES (12'X18')	1 / 25 SPACES	2
TOTAL SPACES:	NO SPECIFIC STANDARD	18
BICYCLE SPACES:	5	5

FLOOD ZONE: THE PROPERTY IS LOCATED WITHIN FLOOD ZONES "A" AND "X", PER FEMA FIRM COMMUNITY PANEL NO. 12103C0137-H, DATED MAY 17, 2005. PER A SWFWMD SPONSORED DRAINAGE STUDY CONDUCTED BY URS FOR PINELLAS COUNTY, THE MODEL INDICATES THE FLOOD ELEVATION IN THE CREEK JUST WEST OF THE PROJECT IS 9.78' (NAVD88).

THIS DEVELOPMENT AGREEMENT SITE PLAN IS CONCEPTUAL AND INTENDED FOR LAND USE PLANNING PURPOSES ONLY.

LEGAL DESCRIPTION

Lot 2, RACETRAC PETROLEUM AT EAST BAY AND HIGHLAND, according to the map or plat thereof as recorded in Plat Book 140, pages 64, 65, and 66, of the public records of Pinellas County, Florida.

DEVELOPMENT TEAM

PROPERTY OWNER/DEVELOPER:
HUPP RETAIL EAST BAY, LLC
ANDREW J. HUPP
907 S. FT. HARRISON AVENUE, SUITE 102
CLEARWATER, FL 33756
PHONE: (727) 210-1800
AHUPP@ONEOAKDEV.COM

LAND USE ATTORNEY:
HILL WARD HENDERSON
ATTN. KATHERINE E. COLE, ATTORNEY
600 CLEVELAND STREET, SUITE 800
CLEARWATER, FL 33755
PHONE: (727) 724-3900

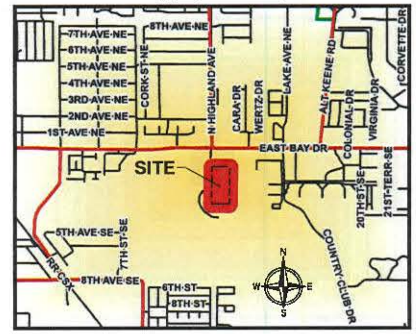
CIVIL ENGINEER / PLANNER:
AVID GROUP, LLC
2300 CURLEW ROAD, SUITE 201
PALM HARBOR, FL 34683
PHONE: (727) 789-9500

LANDSCAPE ARCHITECT:
CIM DESIGNS, LLC
2116 RIVERS EDGE COURT
CLEARWATER, FL 33763
PHONE: (727) 734-3888

ARCHITECT:
FWH ARCHITECTS
3306 GRAND BOULEVARD, SUITE 201
HOLIDAY, FL 34690
PHONE: (727) 916-3036

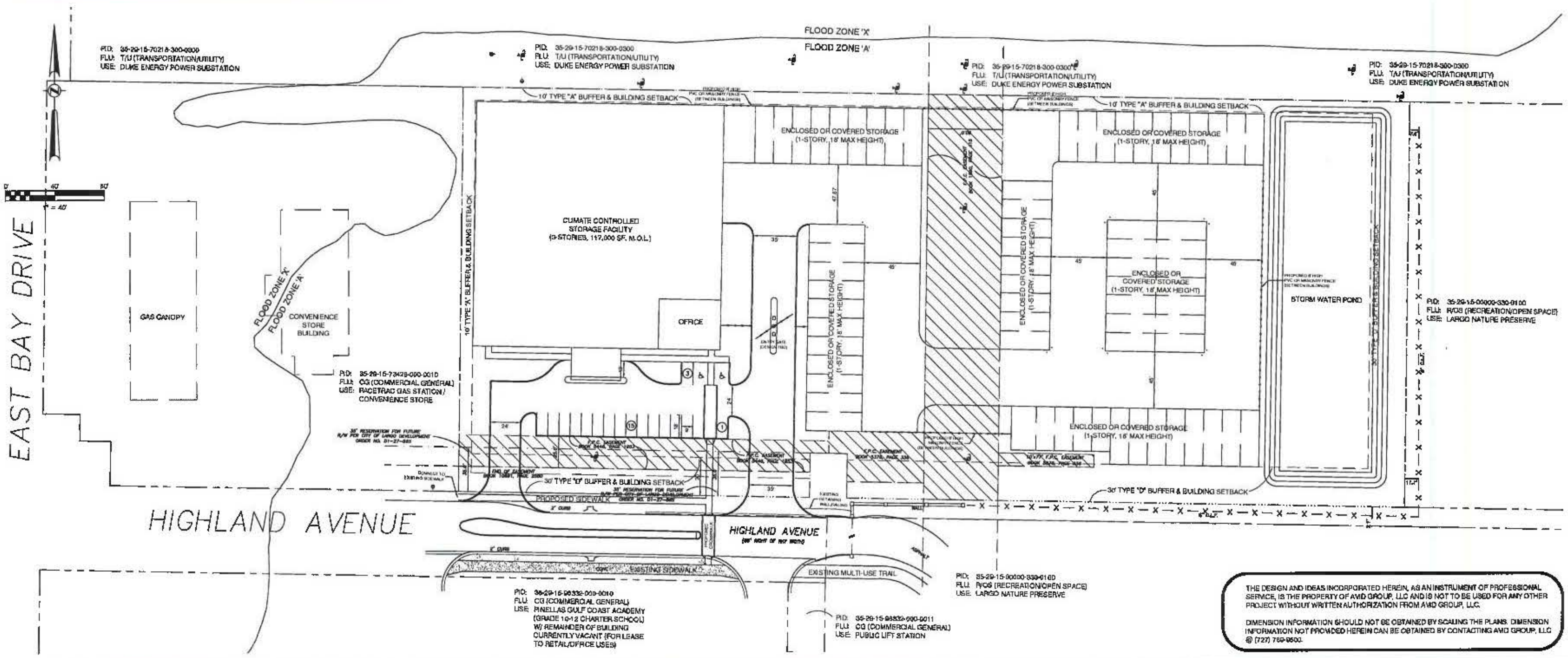
SURVEYOR:
EXTREME SURVEYING OF FLORIDA INC.
29040 RHODIN PLACE
WESLEY CHAPEL, FL 33545
PHONE: (813) 973-2082

VICINITY MAP



SHEET INDEX

SHEET NO.	SHEET TITLE
1	CONCEPT SITE PLAN



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HUPP RETAIL EAST BAY, LLC

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2300 CURLEW ROAD STE 201, PALM HARBOR, FLORIDA 34683
PHONE (727) 789-9500 · FAX (727) 784-6662 · AVIDGROUP.COM

EAST BAY STORAGE

CITY OF LARGO
PINELLAS COUNTY

CONCEPTUAL SITE PLAN

NOT VALID WITHOUT ORIGINAL SIGNATURE BY A REGISTERED PROFESSIONAL AVID GROUP® COA 6139, LB 7346
PROJ. MANAGER: PENSA
PROJ. #: 319-021
DATE: 07/29/2019

REVISIONS

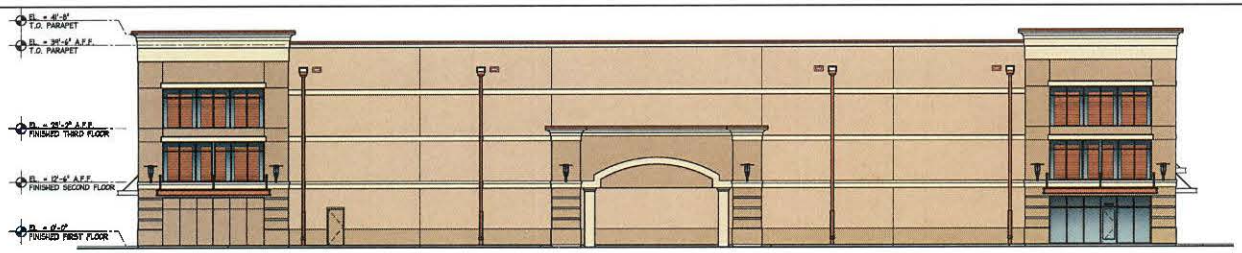
NO.	DATE	DESCRIPTION	BY

SHEET NO. 1

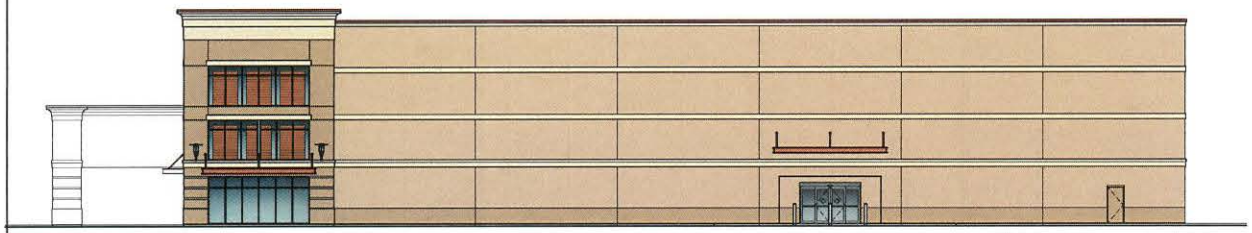
EXHIBIT "C"

EXTERIOR ELEVATIONS

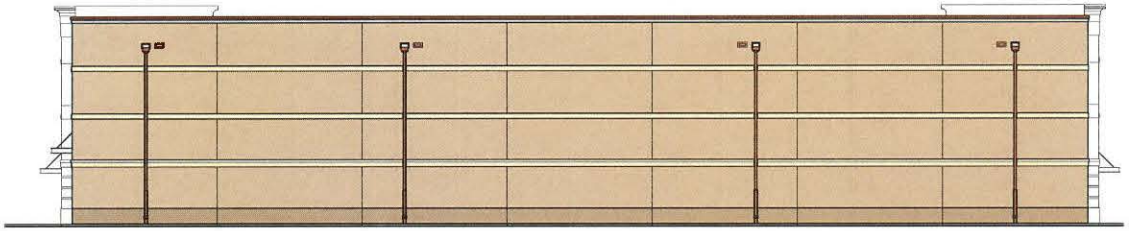
[SEE ATTACHED]



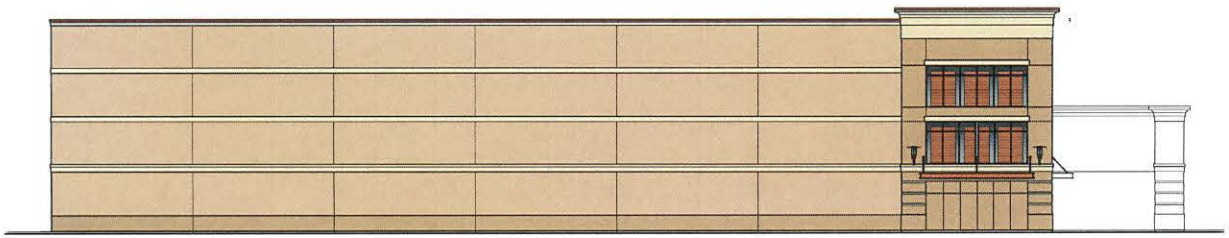
1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"



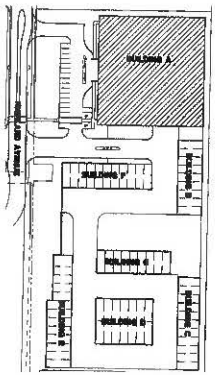
2 **SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"



3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"



4 **NORTH ELEVATION**
SCALE: 3/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

FWH Architects
3336 Grand Blvd. Suite 201
Holiday, Florida 34690
Ph. 727. 845. 3336
FABER@FWHARCHITECTS.COM

907 S. Ft. Harrison Ave., Ste 102
Clearwater, Florida 33756
Ph. (727) 210-1966

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FL License No. AR0015388
seal

no.	date	revision descriptions

EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date

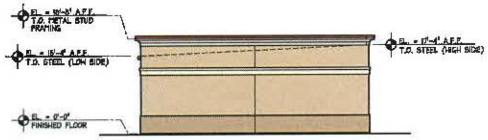
00000
comm. no.

EXTERIOR ELEVATIONS BUILDING A

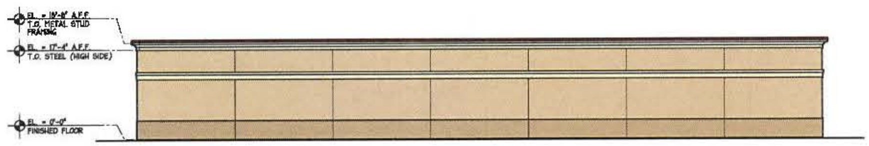
A3.0A

9/4/2019 12:06 PM

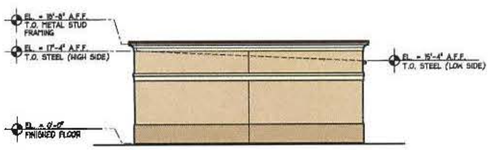
1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"



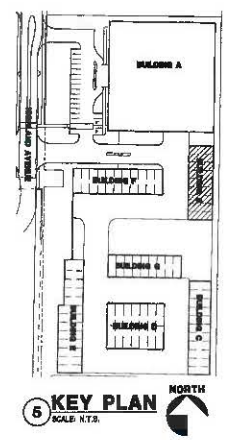
2 **SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"



3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"



4 **NORTH ELEVATION**
SCALE: 3/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

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EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date
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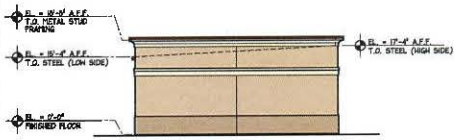
comm. no.

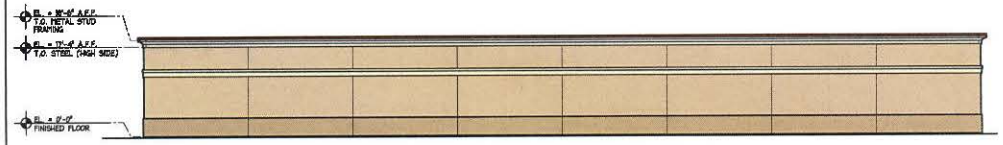
EXTERIOR ELEVATIONS BUILDING B

A3.0B

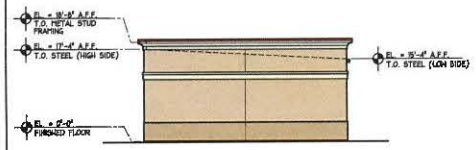
1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"



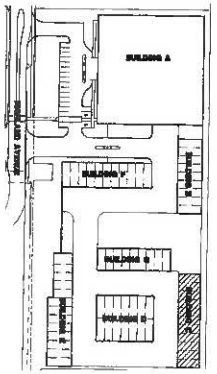
2 **SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"



3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"



4 **NORTH ELEVATION**
SCALE: 3/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

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no.	date	revision descriptions

EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date
00000
comments, rev.

EXTERIOR ELEVATIONS
BUILDING C

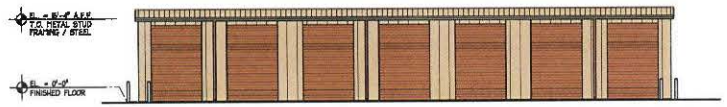
A3.0C

9/4/2019 11:54 AM

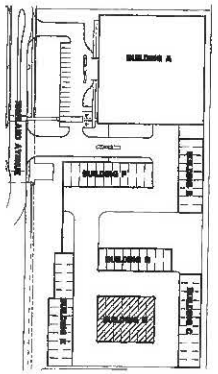
1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"

2 **SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"

3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"



4 **NORTH ELEVATION**
SCALE: 3/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

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FL License No. AR0015329
seal

no.	date	revision descriptions

EAST BAY SELF-STORAGE

LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date

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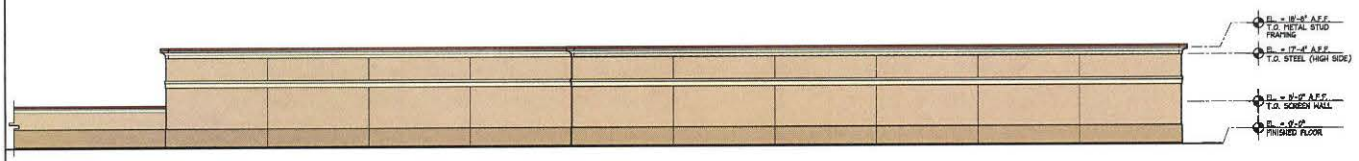
CONTRACT NO.

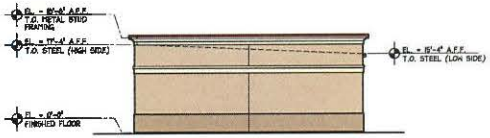
EXTERIOR ELEVATIONS BUILDING D

A3.0D

9/4/2019 8:55 AM

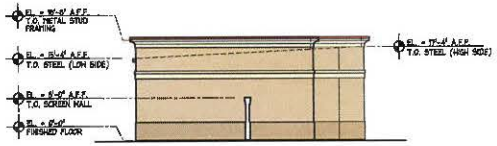


1 **WEST ELEVATION**
SCALE: 1/32" = 1'-0"

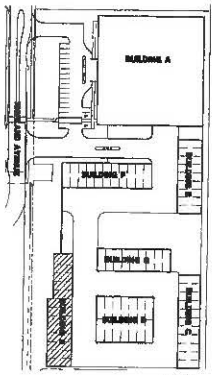


2 **SOUTH ELEVATION**
SCALE: 1/32" = 1'-0"

3 **EAST ELEVATION**
SCALE: 1/32" = 1'-0"



4 **NORTH ELEVATION**
SCALE: 1/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

9/4/2019 8:56 AM

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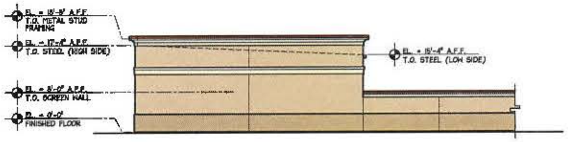
no.	date	revision descriptions

EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

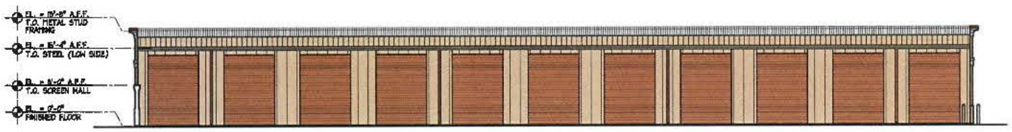
09.05.19
date
00000
comm. no.

EXTERIOR ELEVATIONS BUILDING E

A3.0E



1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"



2 **SOUTH ELEVATION**
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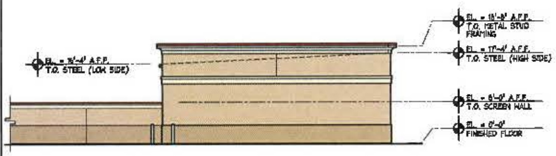
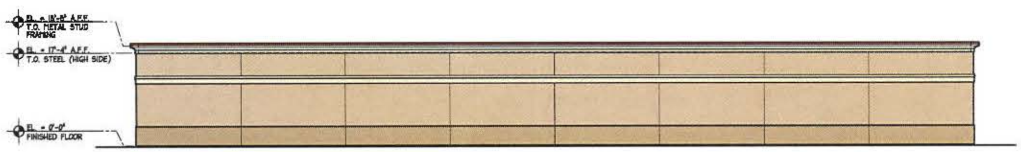


3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"



4 **NORTH ELEVATION**
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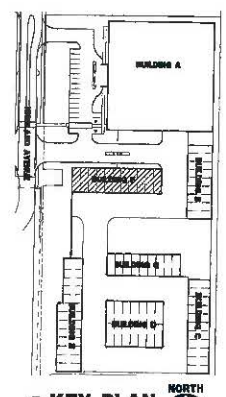

5 **KEY PLAN**
SCALE: N.T.S.
NORTH

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FABER@FWHARCHITECTS.COM

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Clearwater, Florida 33756

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seal

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no.	date	revision descriptions

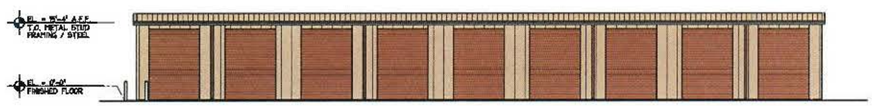
EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date
00000
comm. no.

EXTERIOR ELEVATIONS BUILDING F

A3.0F

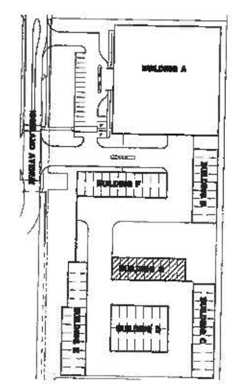
1 **WEST ELEVATION**
SCALE: 3/32" = 1'-0"



2 **SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"

3 **EAST ELEVATION**
SCALE: 3/32" = 1'-0"

4 **NORTH ELEVATION**
SCALE: 3/32" = 1'-0"



5 **KEY PLAN**
SCALE: N.T.S.

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Ph. 727. 815. 3336
FABER@FWHARCHITECTS.COM

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no.	date	revision descriptions

EAST BAY SELF-STORAGE
LARGO, FLORIDA
PINELLAS COUNTY

09.05.19
date

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comm. no.

EXTERIOR ELEVATIONS BUILDING G

A3.0G

CITY OF LARGO, Florida
a Municipal Corporation.

BY:

Henry Schubert

Henry Schubert, City Manager

ATTEST:

Diane Bruner

Diane Bruner, City Clerk

CITY OF LARGO INCORPORATED SEAL 1905 FLORIDA

REVIEWED AND APPROVED BY:

Alan S. Zimmet, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22 day of January, 2020 by Henry Schubert, as City Manager of the City of Largo, Florida who is personally known to me or who has produced _____ as identification.

DEBRA A. MINGES
Notary Public - State of Florida
Commission # GG 050573
My Comm. Expires Nov 28, 2020
Bonded through National Notary Assn.

Signature of person taking acknowledgment

Debra A. Minges

Name type, printed or stamped

Title or rank

GG050573

Serial Number, if any